

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 8, 2003**

AGENDA ITEM NO.: 10

CONSENT:

REGULAR **X**

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Public Hearing Regarding Request by AT&T For Easement in Ninth Street**

RECOMMENDATION:

Pending the public hearing, approve attached resolution for easement and authorize the City Manager to sign on behalf of the City.

SUMMARY:

As part of the realignment of underground utilities associated with improvements at Ninth and Jefferson Streets, AT&T requests an easement for fiber optic cable to be placed approximately midway between Conner Produce (No. 12 Ninth Street) and the former N&W Freight terminal building (No. 10 Ninth Street). The easement is ten feet wide and runs 126 linear feet (1260 square feet or .029 acres) from the CSX property south to an existing Verizon conduit in the old canal bed.

PRIOR ACTION(S):

April 1, 2003 - PDC Review

FISCAL IMPACT:

None. The City's planned use of the affected property is for parking and landscaping. This easement would not require any change of plans or added expense to the City projects.

CONTACT(S):

Michael Gambone 847-1360 ex 271

Lee Newland 847-1360 ex 270

Bruce McNabb 847-1360 ex 268

ATTACHMENT(S):

Resolution, Drawing and Proposed Agreement

REVIEWED BY: lkp

Resolution:

BE IT RESOLVED That the Lynchburg City Council grants an easement to AT&T Corporation for the installation of underground fiber optic cable on City-owned property located near the intersection of Ninth and Jefferson Streets.

BE IT FURTHER RESOLVED That the City Manager is authorized to execute the necessary easement documents.

Adopted:

Certified:

Clerk of Council

079L

JEFFERSON ST.

9 TH. ST.

EASEMENT

VERIZON
CONDUIT

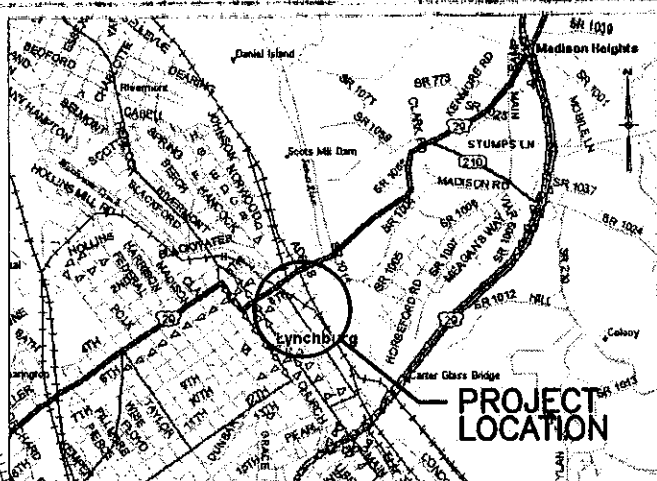
BRICK BLDG.

SPUR TRACK

N/F CITY OF LYNCHBURG
TM 045-17-009

N/F CITY OF
LYNCHBURG
DB 972/PG 319
TM 045-17-02

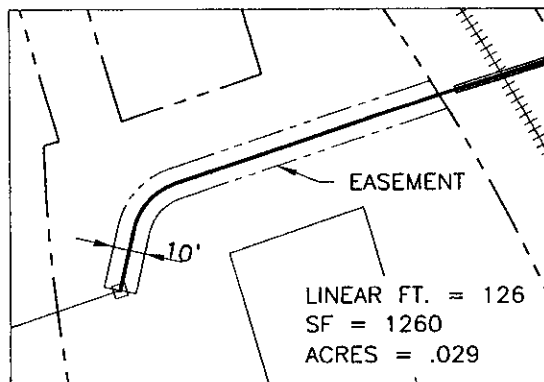
REFERENCE:
JAMES RIVER INTERCEPTOR
DIV. 3/4A
CITY OF LYNCHBURG, VA.
DEPT. OF PUBLIC WORKS
SHT. 13 OF 23
DATED: 6-15-00



LOCATION MAP

N/F NORFOLK &
SOUTHERN RR
TM 045-17-006

N.T.S.



EASEMENT DETAIL

N.T.S.



Baker

PREPARED BY
BAKER ENGINEERING, INC.
CONSULTING ENGINEERS
BEAVER, PENNSYLVANIA

CABLE EASEMENT
CITY OF LYNCHBURG

EXHIBIT A

SCALE: 1" = 100'

DATE: 3/10/03

EXHIBIT "B"

AFTER RECORDING RETURN TO:

AT&T
RIGHT OF WAY DEPT.
1200 PEACHTREE ST., NE - Room 2051
Atlanta, GA 30309

ROUTE: Lynchburg Branch 1

SURVEY STA. _____ TO _____
MARKER 146/8 TO MARKER 146/9

REP. TRACT NO.: TM 045-17-02

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF WAY AND EASEMENT

In consideration of the sum of Ten -----00/100 Dollars (\$10.00), in hand paid, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York corporation, its associated and allied companies, its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to install, construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace and remove such communications systems as Grantee may from time to time require consisting of cables and wires, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts and other appurtenances upon, over, across and under a strip of land Ten (10) Feet wide, the location of which is in the City of Lynchburg, State of Virginia, and described as follows:

SEE EXHIBIT "A"

Grantor further conveys to Grantee the following incidental rights and powers:

- (1) Ingress and egress upon and across the lands of Grantor to and from said permanent right-of-way and easement for the purpose of exercising the aforesaid rights.
- (2) To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of said permanent right-of-way and easement.
- (3) To install locking gates in any fence crossing said permanent temporary right-of-way and easements.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement and no change will be made by grading or otherwise to the surface or subsurface of said strip and of the ground immediately adjacent to said strip.

Grantor shall have the right to use and enjoy the land occupied by the said permanent right-of-way and easements except when such use shall interfere with the rights herein granted Grantee.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying."

Grantee agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Grantor covenants that they are fee simple owner of said land and will warrant and defend title to the premises against all claims.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed, sealed and witnessed this _____ day of, 2003.

WITNESS:

Signature

Signature

Printed Name

Printed Name

Signature

Printed Name

Signature

Printed Name

GRANTEE:

AT&T CORP.
1200 Peachtree St., NE Room 2051
Atlanta, GA 30309
404-810-4602

STATE OF

COUNTY

On this _____ day of _____, 2003, before me,
personally appeared to me _____ known to be the person
(or persons) who executed the forgoing instrument, and acknowledged that he (or they)
executed the same as his (or their free act and deed.

Notary signature

Printed Name

Corporate Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2003, before me, the
subscriber, personally appeared _____ to me known, who,
being by me duly sworn, did depose and say that he resides in _____,
_____, that he is the _____ of _____
the corporation described in, and which executed the within instrument, and that he signed his
name thereto by order of the Board of Directors.

Notary Public

Partnership Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2003, before me, the
subscriber, personally appeared _____ to me known, who,
being by me duly sworn, did depose and say that he resides in _____,
_____, that he is the _____ of _____
the corporation described in, and which executed the within instrument, and that he signed his
name thereto by order of the Board of Directors.

Notary Public

Individual (s) Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2003, before me, the
subscriber, personally appeared _____ to me known, who,
being by me duly sworn, did depose and say that he resides in _____,
_____, that he is the _____ of _____
the corporation described in, and which executed the within instrument, and that he signed his
name thereto by order of the Board of Directors.

Notary Public